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8 *Ruben Flores*

9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
11 **WESTERN DIVISION**

12 RUBEN FLORES,

13 Plaintiff,

14 vs.

15 ASSUREHIRE, INC.,

16 Defendant.

Case No.: 2:25-cv-01621

**COMPLAINT AND JURY TRIAL
DEMANDED**

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18
19 **COMPLAINT**

20 Ruben Flores (“Plaintiff”) by and through his counsel brings the following
21 Complaint against AssureHire, Inc. (“Defendant” or “AssureHire”) for violations of
22 the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681, *et seq.*, and
23 California Consumer Credit Reporting Agencies Act (“CCRAA”), Cal. Civ. Code §
24 1785, *et seq.*, arising out of an employment background check report that Defendant
25 published to Plaintiff’s potential employer, falsely branding Plaintiff as a convicted
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1 misdemeanor with a history of reckless intoxication and endangering the public
2 through drunk driving.

3 4 **INTRODUCTION**

5 1. This is an individual action for damages, costs, and attorney's fees
6 brought against Defendant pursuant to the Fair Credit Reporting Act, 15 U.S.C. §§
7 1681, *et seq.* ("FCRA") and Cal. Civ. Code § 1785, *et seq.*

9 2. Defendant is a consumer reporting agency that compiles and maintains
10 files on consumers on a nationwide basis. It sells consumer reports generated from
11 its database and furnishes these consumer reports to employers who use the reports
12 to make decisions regarding whether to offer employment to certain consumers.

14 3. Defendant falsely reported to Plaintiff's prospective employer that
15 Plaintiff had been convicted of a misdemeanor for driving under the influence (DUI).
16 This egregiously false and reckless misrepresentation is entirely baseless and
17 defamatory.
18

19
20 4. Plaintiff has never, at any point in his life, been charged with a
21 misdemeanor for driving under the influence (DUI) or any offense related to
22 intoxicated driving.

24 5. Plaintiff's prospective employer rejected his job application after
25 receiving an employment background check report from Defendant, which falsely
26 attributed a misdemeanor conviction to Plaintiff. This stigmatizing and defamatory
27 misrepresentation—entirely unconnected to Plaintiff—directly cost him the
28

1 employment opportunity.

2 6. Defendant's reckless misreporting could have been easily prevented had
3 it exercised even minimal due diligence by reviewing the readily available public
4 court records from Madera County, California. A simple review would have
5 confirmed that the misdemeanor DUI conviction did not belong to Plaintiff, yet
6 Defendant failed to take this basic step before disseminating the false and damaging
7 report to Plaintiff's prospective employer.
8

9 7. Had Defendant conducted even a cursory review of the public court
10 records, it would have immediately discovered that the criminal records belonged to
11 an entirely different individual—one who is clearly and unmistakably distinguishable
12 from Plaintiff by mug shot, address history, and Social Security number.
13

14 8. Defendant does not employ reasonable procedures to assure the
15 maximum possible accuracy of the information it reports regarding consumers.
16 Defendant's failure to employ reasonable procedures resulted in Plaintiff's report
17 being grossly inaccurate.
18

19 9. Defendant committed these violations pursuant to its standard policies
20 and practices, which harm innocent consumers seeking employment by prejudicing
21 their prospective employers with inaccurate criminal record information.
22

23 10. Defendant's inaccurate report cost Plaintiff a good paying job and job
24 security.
25

26 11. As a result of Defendant's violations of the FCRA and CCRAA,
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1 Plaintiff has suffered a range of actual damages including, without limitation, loss of
2 employment opportunities, wages, and benefits; loss of economic opportunities and
3 positions and advancements in the future; loss of time and money trying to correct
4 his background check report; the expenditure of labor and effort disputing and trying
5 to correct the inaccurate reporting; damage to his reputation; loss of sleep; lasting
6 psychological damage; permanent family upheaval; loss of capacity for enjoyment
7 of life; and severe emotional distress, including mental anguish, anxiety, fear,
8 frustration, humiliation, and deep embarrassment because of stigma from his family
9 and friends. This emotional distress further resulted in the manifestation of physical
10 symptoms, such as weakness, blood pressure spikes, migraines, nausea, loss of
11 appetite, and debilitating depression.
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16 12. As a result of Defendant's conduct, action, and inaction, Plaintiff brings
17 claims against Defendant for failing to follow reasonable procedures to assure
18 maximum possible accuracy based on 15 U.S.C. § 1681e(b) of the FCRA and Cal.
19 Civ. Code § 1785.14. Plaintiff further brings this action against Defendant for failing
20 to notify the consumer of the fact that public record information was being reported
21 by it, together with the name and address of the person to whom such information
22 was being reported, in violation of the FCRA, 15 U.S.C. § 1681k.
23
24

25 PARTIES

26
27 13. Ruben Flores ("Plaintiff") is a natural person residing in Norwalk,
28 California, and is a "consumer" as that term is defined in 15 U.S.C. § 1681a(c) and

1 Cal Civ. Code § 1785.3(b).

2 14. Defendant AssureHire, Inc. (“Defendant” or “AssureHire”) is a
3 corporation doing business throughout the United States, including the State of
4 California and in this District, and has a principal place of business located at 2206
5 Plaza Dr. Ste. 100, Rocklin, CA 95765. Defendant’s registered agent’s address is
6 located at 330 N. Brand Blvd. Glendale, CA 91203.
7

8 15. Among other things, Defendant sells background checks to employers
9 for their use in deciding whether to offer employment to prospective employees or to
10 take adverse action such as termination, failure to hire, or failure to promote. These
11 reports are provided in connection with a business transaction initiated by the
12 employer.
13

14 16. Defendant is a consumer reporting agency as defined in 15 U.S.C. §
15 1681a(f) and Cal Civ. Code § 1785.3(d) because for monetary fees, it regularly
16 engages in the practice of evaluating and/or assembling information on consumers
17 for the purpose of furnishing consumer reports for employment purposes to third
18 parties, and uses interstate commerce, including the Internet, for the purpose of
19 preparing and furnishing such consumer reports.
20

21 **JURISDICTION AND VENUE**

22 17. This Court has jurisdiction over Plaintiff’s claims pursuant to 28 U.S.C.
23 § 1331 and 15 U.S.C. § 1681p, which allows claims under the FCRA to be brought
24 in any appropriate court of competent jurisdiction.
25

1 18. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2)
2 because a substantial part of the events or omissions giving rise to Plaintiff's claims
3 occurred in this District.
4

5 **STATUTORY BACKGROUND**

6 19. Enacted in 1970, the FCRA's passage was driven in part by two related
7 concerns: first, that consumer reports were playing a central role in people's lives at
8 crucial moments, such as when they applied for a job or credit, and when they applied
9 for housing. Second, despite their importance, consumer reports were unregulated
10 and had widespread errors and inaccuracies.
11
12

13 20. While recognizing that consumer reports play an important role in the
14 economy, Congress wanted consumer reports to be "fair and equitable to the
15 consumer" and to ensure "the confidentiality, accuracy, relevancy, and proper
16 utilization" of consumer reports. 15 U.S.C. § 1681.
17

18 21. Congress, concerned about inaccuracies in consumer reports,
19 specifically required consumer reporting agencies to follow "reasonable procedures
20 to assure maximum possible accuracy" in consumer reports. 15 U.S.C. § 1681e(b).
21
22

23 22. Consumer reports that contain factually incorrect information which
24 does not belong to the consumer at issue are neither maximally accurate nor fair to
25 the consumers who are the subjects of such reports.
26

27 **THE FCRA'S PROTECTIONS FOR JOB APPLICANTS**

28 23. Despite its name, the Fair Credit Reporting Act covers more than just

1 credit reporting, it also regulates employment background check reports like the one
2 Defendant prepared in Plaintiff's name.

3
4 24. The FCRA provides a number of protections for job applicants who are
5 the subject of background checks for purposes of securing employment, housing, and
6 other purposes.

7
8 25. In the parlance of the FCRA, background checks are "consumer
9 reports," and providers of background checks, like Defendant, are "consumer
10 reporting agencies." 15 U.S.C. §§ 1681a(d) and (f).

11
12 26. The FCRA imposes duties on consumer reporting agencies to assure that
13 consumer reports are accurate and that "consumer reporting agencies exercise their
14 grave responsibilities with fairness, impartiality, and a respect for the consumer's
15 right to privacy." 15 U.S.C. § 1681.

16
17 27. Under 15 U.S.C. § 1681e(b), consumer reporting agencies are required
18 "to follow reasonable procedures to assure maximum possible accuracy of the
19 information concerning the individual about whom the report relates."

20
21 28. Defendant disregarded its duties under the FCRA with respect to
22 Plaintiff's background check report.

23
24 **DEFENDANT'S ILLEGAL BUSINESS PRACTICES**

25 29. Over the past 15 years, there has been increased collection and
26 aggregation of consumer data, including criminal records and sex offender
27 registration data. As a result of the increasing availability of this data, there has been
28

1 a boom in the background check industry.

2 30. As summarized in a recent report by the Consumer Financial Protection
3 Bureau¹, a 2018 survey of employers found that 95 percent of employers surveyed
4 conducted one or more types of background screening. CFPB Report at 4.
5

6 31. The criminal background check industry takes in revenues in excess of
7 three billion dollars, annually.
8

9 32. Criminal background checks are generally created by running
10 automated searches through giant databases of aggregated criminal record data. The
11 reports are created and disseminated with little to no manual, in-person review, and
12 the court records are rarely directly reviewed in creating criminal background checks.
13

14 33. Background check companies, like Defendant, collect millions of
15 criminal records from a number of sources with data from county, state, and federal
16 level sources. The data included on the reports is often not obtained directly from
17 court records on an individual basis but instead is purchased in bulk or scraped from
18 court websites.
19

20 34. Given that Defendant is in the business of selling background checks,
21 Defendant should be well aware of the FCRA and the attendant harm to consumers
22 for reporting inaccurate or outdated information.
23
24

25
26
27 ¹ CFPB, Market Snapshot: Background Screening Reports (Oct. 2019),
28 [https://files.consumerfinance.gov/f/documents/201909_cfpb_market-snapshot-
background-screening_report.pdf](https://files.consumerfinance.gov/f/documents/201909_cfpb_market-snapshot-background-screening_report.pdf) (“CFPB Report”).

1 35. Defendant places its business interests above the rights of consumers
2 and reports such inaccurate information because it is cheaper for Defendant to
3 produce reports containing information that is inaccurate and incomplete than it is
4 for Defendant to exert proper quality control over the reports prior to their being
5 provided to Defendant's customers.
6

7
8 36. Defendant reports such erroneous and incomplete information because
9 it wants to maximize the automation of its report creation process, thereby saving the
10 costs associated with conducting the additional review necessary to remove the
11 inaccurate or out-of-date entries.
12

13 37. Defendant charges its customers the same price for reports that are
14 grossly inaccurate as it does for accurate reports.
15

16 38. A proper quality control review of Plaintiff's report would have
17 unmistakably revealed that Defendant was falsely attributing a misdemeanor DUI
18 conviction to Plaintiff, when in fact, it belonged to an entirely unrelated individual.
19 This glaring error would have been immediately apparent through a simple
20 comparison of the mug shot in the public record, as well as clear discrepancies in
21 address history and Social Security number.
22

23
24 39. As a provider of background check reports, Defendant should be aware
25 of the FCRA requirements and is a member of the Professional Background
26 Screening Association ("PBSA"). PBSA hosts a conference at least once a year
27 where presenters discuss compliance with federal and state consumer reporting laws.
28

FACTS

Plaintiff Applies for a Job with Patriot Environmental Services

40. In or around November 2024, Plaintiff applied for full-time employment as a Field Technician with Patriot Environmental Services.

41. Upon information and belief, Plaintiff successfully overcame all requisite hurdles to securing the applied-for position, except one: the passing of a background check report.

42. On or about November 25, 2024, Plaintiff received a job offer from Patriot Environmental Services indicating that the start date will be on December 11, 2024.

43. However, the offer of employment extended to Plaintiff was contingent upon Plaintiff's passing of a background check ("consumer report").

Defendant Published an Inaccurate Background Check Report to Patriot Environmental Services

44. Patriot Environmental Services contracted with Defendant to conduct background checks, including criminal background checks, on its prospective employees.

45. On or about December 2, 2024, Patriot Environmental Services ordered a criminal background check on Plaintiff from Defendant.

46. On or about December 5, 2024, in accordance with its standard procedures, Defendant completed its consumer report about Plaintiff and sold the same to Patriot Environmental Services.

1 47. Within that consumer report, Defendant published inaccurate
2 information about Plaintiff.

3
4 48. Specifically, Defendant's consumer report on Plaintiff brazenly and
5 recklessly smeared his record with a misdemeanor DUI conviction from Madera
6 County, California—an utterly false and baseless conviction that had no connection
7 to him, which appeared in the consumer report as follows:
8

9

County Criminal		consider
Madera, CA - FLORES, RUBEN		
Case Number	CCR076735	
Court	Superior	
Filed Date	01/22/2024	
Offense Date	12/16/2023	
Name	FLORES, RUBEN	
DOB	01/08/XXXX	
Comments	Confirmed By: NAME/DOB	
Charge	DRIVING UNDER THE INFLUENCE (0.08 % OR MORE)	
Charge Type	MISDEMEANOR	
Disposition	GUILTY	
Disposition Date	09/18/2024	
Sentence	PROBATION: 3 YEARS	
	JAIL: 5 DAYS	
	FINE: 1869	

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18 49. The criminal conviction reported by Defendant about Plaintiff to Patriot
19 Environmental Services ***does not*** belong to Plaintiff.

20 50. Plaintiff has never, at any point in his life, been charged with or
21 convicted of a misdemeanor for driving under the influence (DUI).
22

23 51. A cursory review of the widely available public court records confirms
24 that the criminal record belongs to a distinct and unrelated male, Ruben Flores
25 (“Convicted Misdemeanant Flores”).
26

27 52. Had Defendant actually consulted or obtained the widely available
28

1 public court records regarding the conviction, it would have seen obvious
2 discrepancies between Convicted Misdemeanant Flores and Plaintiff.
3

4 53. The discrepancies that should have caused Defendant to realize Plaintiff
5 is not the same person as Convicted Misdemeanant Flores include the following:

6 (a) A mug shot relating to the misdemeanor DUI conviction readily
7 demonstrates that Plaintiff is not the same individual as Convicted
8 Misdemeanant Flores;
9

10 (b) Plaintiff's current residence is at Norwalk, California, which is
11 confirmed and clearly indicated on the face of the subject
12 consumer report, and has also formerly lived in Lynwood,
13 California, Los Angeles, California, and Mount Holly, North
14 Carolina, yet the public court records regarding the criminal
15 conviction indicate that Convicted Misdemeanant Flores resided
16 in Madera, California at the time he committed the offense;
17

18 (c) Plaintiff's Social Security number, which was provided to
19 Defendant and is partially contained on the face of the subject
20 consumer report is entirely different than that of Convicted
21 Misdemeanant Flores.
22
23
24

25 54. The sole reason the inaccurate criminal record was reported as
26 belonging to Plaintiff was that Defendant failed to follow reasonable procedures to
27 assure the maximum possible accuracy of the information it published within the
28

1 consumer report it sold about Plaintiff to Plaintiff's prospective employer.

2 55. Had Defendant adhered to reasonable procedures, it would have easily
3 uncovered that the inaccurate and stigmatizing criminal convictions belonged to a
4 completely unrelated individual—one who is unmistakably distinguishable from
5 Plaintiff by physical appearance, as evident from a publicly available mug shot, as
6 well as clear discrepancies in address history and Social Security number.
7

8 56. In preparing and selling a consumer report about Plaintiff, wherein
9 Defendant published to Plaintiff's prospective employer inaccurate information
10 about Plaintiff, Defendant failed to follow reasonable procedures to assure that the
11 report was as accurate as maximally possible, in violation of 15 U.S.C. § 1681e(b)
12 and Cal. Civ. Code § 1785.14.
13

14 57. Further, Plaintiff was not informed by Defendant that it had provided
15 the public record information likely to have an adverse impact on employment to
16 Plaintiff's employer at the time the information was provided.
17

18 58. Accordingly, Plaintiff was not afforded an opportunity to dispute and
19 correct the inaccurate report *before* Defendant published the inaccurate report
20 containing the adverse information to Plaintiff's employer and before Plaintiff's
21 employer made an adverse decision to terminate Plaintiff's employment.
22

23 59. The FCRA has an employment-specific provision designed to address
24 the very kind of harm that the Plaintiff suffered as a result of Defendant's conduct
25 when public records are likely to have an adverse affect on employment, which is to
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1 either provide an immediate notice to the applicant at the time it published public
2 records to the user of the report or it must maintain strict procedures to ensure the
3 public record information is accurate, complete, and up to date.
4

5 60. Defendant violated 15 U.S.C. § 1681k(a) because it failed to comply
6 with both, subsection § 1681k(a)(1) by failing to notify Plaintiff that it had provided
7 adverse public record information to Plaintiff's employer at the time it provided the
8 public record information to Plaintiff's employer; and subsection § 1681k(a)(2) by
9 failing to maintain strict procedures to ensure the adverse public record information
10 it reported about Plaintiff was accurate, complete, and up to date.
11
12

13 **Patriot Environmental Services Rescinds Plaintiff's Job Application**

14 61. On or about December 13, 2024, Plaintiff was notified by Patriot
15 Environmental Services that his offer of employment had been rescinded as a direct
16 result of the misdemeanor conviction reported by Defendant.
17

18 62. Shortly thereafter, on or about December 18, 2024, Plaintiff obtained a
19 copy of the subject consumer report and was shocked and humiliated upon reviewing
20 and realizing that the criminal conviction of another, namely Convicted
21 Misdemeanant Flores, was published in the consumer report Defendant sold about
22 Plaintiff to Patriot Environmental Services.
23
24

25 63. Plaintiff was very panicked, confused, and concerned about the negative
26 impact of Convicted Misdemeanant Flores's serious criminal conviction reported on
27 the subject consumer report – specifically, the impact of the same on his future.
28

1 64. Specifically, Defendant matched Plaintiff and Convicted Misdemeanant
2 Flores and published the criminal record of Convicted Misdemeanant Flores onto the
3 consumer report about Plaintiff and sold that report to Plaintiff's prospective
4 employer. This exculpatory public record information was widely available to
5 Defendant prior to publishing Plaintiff's consumer report to Patriot Environmental
6 Services but Defendant failed to perform even a cursory review of such information.
7

8
9 **Plaintiff Disputed the Misinformation in Defendant's Consumer Report**

10 65. On or about January 26, 2025, desperate to secure employment with
11 Patriot Environmental Services and riddled with worry over the far-reaching impacts
12 of being confused with a convicted misdemeanor, Plaintiff disputed the inaccurate
13 information with Defendant, via email.
14

15
16 66. Plaintiff identified himself and provided sufficient information to
17 Defendant to support his dispute.
18

19 67. Plaintiff specifically disputed the criminal record of Convicted
20 Misdemeanant Flores.
21

22 68. Plaintiff specifically stated that the criminal record of Convicted do not
23 belong to Plaintiff.

24 69. To support his dispute, Plaintiff attached a copy of the mugshot photo
25 of Convicted Misdemeanant Flores, obtained from the Madera County Court, as well
26 as a copy of his driver's license for comparison, demonstrating beyond doubt that the
27 individual in the report was not the Plaintiff.
28

1 70. Plaintiff specifically asked Defendant to correct his consumer report and
2 provide the corrected version to both Patriot Environmental Services and himself.

3
4 71. On January 27, 2024, Plaintiff received Defendant's response, which
5 stated that the documentation had been forwarded to their Dispute Department.

6 72. On January 28, 2025, the Defendant provided Plaintiff with an updated
7 report, which no longer included the misdemeanor conviction, thereby demonstrating
8 the initial reckless inaccuracy disseminated about Plaintiff.

9
10 73. Plaintiff forwarded a copy of the updated background report to Patriot
11 Environmental Services. Subsequently, the Plaintiff received a call from Patriot
12 Environmental Services, during which he was informed that they would need to wait
13 for a representative from Human Resources to return from vacation before issuing a
14 new offer letter.
15

16
17 74. On or about February 14, 2025, Plaintiff received a second job offer
18 from Patriot Environmental Services. This offer, with a proposed start date of March
19 3, 2025, was contingent upon the successful completion of the same pre-employment
20 requirements as the first job offer.
21

22 75. Defendant's false report caused damage to the Plaintiff by leaving him
23 unemployed for several additional months that he otherwise would have been
24 employed for had Defendant instituted and implemented reasonable procedures to
25 ensure the maximum possible accuracy of the consumer reports they disseminate.
26

27
28 76. Specifically, had the Defendant not reported the inaccurate criminal

1 record, Plaintiff would have successfully fulfilled the pre-employment requirements
2 in December 2024, when he initially applied and received a job offer from Patriot
3 Environmental Service and began to work shortly thereafter.
4

5 77. Due to Defendant's unreasonable procedures in the first place and
6 despite Plaintiff's continued efforts to seek employment, Plaintiff continues to
7 remain unemployed as his new start date was set to March 3, 2024, pursuant to his
8 employment offer received on February 14, 2025.
9

10 78. The erroneous report severely disrupted Plaintiff's life, delaying his
11 employment and inflicting significant financial hardship that compromised his ability
12 to support his family. Worse still, the report shattered his personal relationships—his
13 fiancée, genuinely believing that Plaintiff was the convicted misdemeanant Flores,
14 ended their engagement in devastation and disgrace. As a result, Plaintiff was
15 deprived of the ability to celebrate both his and his son's birthdays, deepening his
16 emotional suffering. Struggling to meet even basic expenses, he was forced into the
17 humiliating position of borrowing more money from his parents, an indignity that
18 only compounded his distress.
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23 79. The injuries suffered by Plaintiff as a direct result of Defendant's
24 erroneous reporting are the type of injuries that the FCRA was enacted to address.
25 Under common law, Defendant's conduct would have given rise to causes of action
26 based on defamation and invasion of privacy.
27

28 80. As a result of Defendant's violations of the FCRA, Plaintiff has suffered

1 a range of actual damages including, without limitation, loss of employment
2 opportunities, wages, and benefits; loss of economic opportunities and positions and
3 advancements in the future; loss of time and money trying to correct his background
4 check report; the expenditure of labor and effort disputing and trying to correct the
5 inaccurate reporting; damage to his reputation; loss of sleep; lasting psychological
6 damage; permanent family upheaval; loss of capacity for enjoyment of life; and
7 severe emotional distress, including mental anguish, anxiety, fear, frustration,
8 humiliation, and deep embarrassment because of stigma from his family and friends.
9 This emotional distress further resulted in the manifestation of physical symptoms,
10 such as weakness, blood pressure spikes, migraines, nausea, loss of appetite, and
11 debilitating depression.
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16 **CLAIMS FOR RELIEF**

17 **COUNT I**

18 **15 U.S.C. § 1681e(b)**

19 **Failure to Follow Reasonable Procedures to Assure Maximum Possible
20 Accuracy**

21 81. Plaintiff re-alleges and incorporates by reference the allegations set
22 forth in the preceding paragraphs as if fully stated herein.

23 82. Defendant is a “consumer reporting agency” as defined by 15 U.S.C. §
24 1681a(f).

25 83. At all times pertinent hereto, Plaintiff was a “consumer” as that term is
26 defined by 15 U.S.C. § 1681a(c).

27 84. At all times pertinent hereto, the above-mentioned consumer report was
28

1 a “consumer report” as that term is defined by 15 U.S.C. § 1681a(d).

2 85. Defendant violated 15 U.S.C. § 1681e(b) by failing to establish or to
3 “follow reasonable procedures to assure maximum possible accuracy” in the
4 preparation of the consumer report it sold about Plaintiff as well as the information
5 it published within the same.
6

7 86. As a result of Defendant’s violations of the FCRA, Plaintiff has suffered
8 a range of actual damages including, without limitation, loss of employment
9 opportunities, wages, and benefits; loss of economic opportunities and positions and
10 advancements in the future; loss of time and money trying to correct his background
11 check report; the expenditure of labor and effort disputing and trying to correct the
12 inaccurate reporting; damage to his reputation; loss of sleep; lasting psychological
13 damage; permanent family upheaval; loss of capacity for enjoyment of life; and
14 severe emotional distress, including mental anguish, anxiety, fear, frustration,
15 humiliation, and deep embarrassment because of stigma from his family and friends.
16 This emotional distress further resulted in the manifestation of physical symptoms,
17 such as weakness, blood pressure spikes, migraines, nausea, loss of appetite, and
18 debilitating depression.
19

20 87. Defendant willfully violated 15 U.S.C. § 1681e(b) in that its conduct,
21 actions, and inactions were willful, rendering it liable for actual or statutory damages,
22 and punitive damages in an amount to be determined by the Court pursuant to 15
23 U.S.C. § 1681n. Alternatively, Defendant was negligent, entitling Plaintiff to recover
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1 under 15 U.S.C. § 1681o.

2 88. Plaintiff is entitled to recover statutory damages, punitive damages, and
3 reasonable attorneys' fees and costs from Defendant in an amount to be determined
4 by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.
5

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7 **COUNT II**
8 **Cal. Civ. Code § 1785.14**
9 **Failure to Follow Reasonable Procedures to Assure Maximum Possible**
10 **Accuracy**

11 89. Plaintiff re-alleges and incorporates by reference the allegations set
12 forth in preceding paragraphs as if fully stated herein.

13 90. Defendant is a "consumer reporting agenc[ies]" as defined by Cal. Civ.
14 Code § 1785.3(d).

15 91. At all times pertinent hereto, Plaintiff was a "consumer" as that term is
16 defined by Cal. Civ. Code § 1785.3(b).
17

18 92. At all times pertinent hereto, the above-mentioned employment report
19 was a "consumer report[s]" as that term is defined by Cal. Civ. Code § 1785.3(c).
20

21 93. Defendant violated Cal. Civ. Code § 1785.14 by failing to establish or
22 to "follow reasonable procedures to assure maximum possible accuracy" in the
23 preparation of the employment report it sold about Plaintiff as well as the information
24 it published within it.
25

26 94. As a result of Defendant's violations of the CCRAA, Plaintiff has
27 suffered a range of actual damages including, without limitation, loss of employment
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1 opportunities, wages, and benefits; loss of economic opportunities and positions and
2 advancements in the future; loss of time and money trying to correct his background
3 check report; the expenditure of labor and effort disputing and trying to correct the
4 inaccurate reporting; damage to his reputation; loss of sleep; lasting psychological
5 damage; permanent family upheaval; loss of capacity for enjoyment of life; and
6 severe emotional distress, including mental anguish, anxiety, fear, frustration,
7 humiliation, and deep embarrassment because of stigma from his family and friends.
8 This emotional distress further resulted in the manifestation of physical symptoms,
9 such as weakness, blood pressure spikes, migraines, nausea, loss of appetite, and
10 debilitating depression.
11

12
13
14 95. Defendant willfully violated Cal. Civ. Code § 1785.14 in that its
15 conduct, actions, and inactions were willful, rendering it liable for actual or statutory
16 damages, and punitive damages in an amount to be determined by the Court pursuant
17 to Cal. Civ. Code § 1785.31(a)(2). Alternatively, Defendant was negligent, entitling
18 Plaintiff to recover under Cal. Civ. Code § 1785.31(a)(1).
19

20
21 96. Plaintiff is entitled to recover statutory damages, punitive damages, and
22 reasonable attorneys' fees and costs from Defendant in an amount to be determined
23 by the Court pursuant to Cal. Civ. Code § 1785.31(d), § 1785.31(a)(1) and/or §
24 1785.31(a)(2).
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COUNT IV
15 U.S.C. § 1681k(a)(1)
Failure to Provide “At the time” Notice and Failure to Maintain and Follow
Strict Procedures to Ensure that Adverse Public Record Information is
Accurate, Complete, and Up-to-date

97. Plaintiff re-alleges and incorporates by reference the allegations set forth in the preceding paragraphs as if fully stated herein.

98. The FCRA imposes specific requirements on consumer reporting agencies, like Defendant, that sell and distribute a consumer report for employment purposes that include public records.

99. Specifically, 15 U.S.C. § 1681k(a) requires that a consumer reporting agency which furnishes a consumer report for employment purposes and which for that purpose compiles and reports items of information on consumers which are matters of public record and are likely to have an adverse effect upon a consumer’s ability to obtain employment shall (1) at the time such public record information is reported to the user of such consumer report, notify the consumer of the fact that public record information is being reported by the consumer reporting agency, together with the name and address of the person to whom such information is being reported; or (2) maintain strict procedures designed to insure that whenever public record information which is likely to have an adverse effect on a consumer’s ability to obtain employment is reported it is complete and up to date. For purposes of this paragraph, items of public record relating to arrests, indictments, convictions, suits, tax liens, and outstanding judgments shall be considered up to date if the current

1 public record status of the item at the time of the report is reported.

2 100. Upon information and belief, Defendant violated 15 U.S.C. § 1681k(a)
3 because it failed to notify Plaintiff of the adverse public records information it had
4 provided to Patriot Environmental Services at the time it provided his consumer
5 report to Patriot Environmental Services, and it failed to maintain **strict** procedures
6 to ensure the adverse information it reported about Plaintiff was complete and up to
7 date.
8

9
10 101. Defendant's consumer report about Plaintiff was furnished for an
11 employment purpose and contained one or more public records of the type that may
12 adversely affect an employer's hiring decision.
13

14 102. Plaintiff did not learn of the adverse information in Defendant's
15 consumer report until Patriot Environmental Services informed him of the adverse
16 action that was taken against him because of the stigmatizing and erroneous
17 reporting.
18

19 103. Defendant failed to comply with the rigors of 15 U.S.C. § 1681k(a)(2)
20 and therefore must necessarily rely upon its compliance with § 1681k(a)(1).
21

22 104. Upon information and belief, Defendant did not send to Plaintiff the
23 requisite notice pursuant to 15 U.S.C. § 1681k(a)(1).
24

25 105. Upon information and belief, Defendant did not itself or by its own court
26 researchers or vendors attempt to verify the completeness or current status of the
27 public records pursuant to 15 U.S.C. § 1681k(a)(2), within thirty days before it
28

1 furnishes and resells these records in one of its reports.

2 106. Defendant violated 15 U.S.C. § 1681k(a)(1) by failing to provide the
3 required FCRA notices to Plaintiff.
4

5 107. As a result of Defendant's violations of the CCRAA, Plaintiff has
6 suffered a range of actual damages including, without limitation, loss of employment
7 opportunities, wages, and benefits; loss of economic opportunities and positions and
8 advancements in the future; loss of time and money trying to correct his background
9 check report; the expenditure of labor and effort disputing and trying to correct the
10 inaccurate reporting; damage to his reputation; loss of sleep; lasting psychological
11 damage; permanent family upheaval; loss of capacity for enjoyment of life; and
12 severe emotional distress, including mental anguish, anxiety, fear, frustration,
13 humiliation, and deep embarrassment because of stigma from his family and friends.
14 This emotional distress further resulted in the manifestation of physical symptoms,
15 such as weakness, blood pressure spikes, migraines, nausea, loss of appetite, and
16 debilitating depression.
17
18
19
20

21 108. Defendant willfully violated 15 U.S.C. § 1681k(a)(1) in that its conduct,
22 actions, and inactions were willful, rendering it liable for actual or statutory damages,
23 and punitive damages in an amount to be determined by the Court pursuant to 15
24 U.S.C. § 1681n. Alternatively, Defendant was negligent, entitling Plaintiff to recover
25 under 15 U.S.C. § 1681o.
26
27

28 109. Plaintiff is entitled to recover statutory damages, punitive damages, and

1 reasonable attorneys' fees and costs from Defendant in an amount to be determined
2 by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

3
4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff prays for the following relief:

- 6 i. Determining that Defendant negligently and/or willfully violated the FCRA;
7
8 ii. Awarding Plaintiff actual, statutory, and punitive damages as provided by the
9 FCRA;
10
11 iii. Awarding Plaintiff reasonable attorneys' fees and costs as provided by the
12 FCRA; and,
13
14 iv. Granting further relief, in law or equity, as this Court may deem appropriate
15 and just.

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff is entitled to and hereby demands a trial by jury on all issues so
18 triable.

19
20 Dated: February 26, 2025
21

22
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